

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION

Synovus Bank,

Plaintiff,

V.

Katherine S. James and Timothy D. James,

Defendants.

C/A No.: 6:14-cv-02260-GRA

**ORDER**  
(Written Opinion)

This matter comes before this Court on Plaintiff's Motion for Default Judgment. ECF No. 14. Upon careful consideration of the record of this case, the Court finds that the Defendants were properly served with the Complaint and failed to answer or otherwise defend the action, and that the Clerk of Court has duly entered default against Defendants. The Court further finds that in light of Defendants' failure to answer the Complaint, there is no genuine issue of material fact to be submitted to the Court, and Plaintiff is entitled to judgment by default.

On June 10, 2014, Plaintiff, “a banking corporation organized and existing under and pursuant to the laws of the State of Georgia, with its principal place of business in Columbus, Georgia,” filed suit against Defendants, who are both residents of Greenville County, South Carolina. ECF No. 1. Plaintiff sought to recover unpaid money due to Plaintiff under a promissory note executed by Defendants. *Id.* Plaintiff’s Complaint included the Notice required by the Fair Debt Collection Practices Act as well as a copy of the promissory note and security agreement, which was issued on March 10, 2011 in favor of Plaintiff in the amount of

\$84,157.02, plus interest and other potential charges. ECF Nos. 1-1 & 1-2. Plaintiff's Complaint states that "Defendants have defaulted in payment of the Note for failing to make the monthly payment due April 10, 2012, and all monthly payments due thereafter, and for failing to pay the loan in full upon its maturity on March 10, 2014." ECF No. 1.

Plaintiff served each Defendant with a copy of the Summons, Complaint, Exhibits, Answers to Local Civil Rule 26.01 Interrogatories, and Federal Rule of Civil Procedure 7.1 Disclosure on June 13, 2014 pursuant to Federal Rule of Civil Procedure 4(e)(2)(B) by leaving a copy of the documents at each Defendants dwelling or usual place of abode with a person of suitable age and discretion who resides there. ECF Nos. 7 & 8. Plaintiff obtained an entry of default as to each Defendant on July 10, 2014 pursuant to Federal Rule of Civil Procedure 55(a), as neither Defendant filed an answer by July 7, 2014 as required by Federal Rule of Civil Procedure 12(a)(1)(A). ECF Nos. 10, 11, 12. Plaintiff has now moved for default judgment against Defendants. ECF No. 14. Defendants have not responded to Plaintiff's Motion and the time for response has passed. See ECF No. 14.

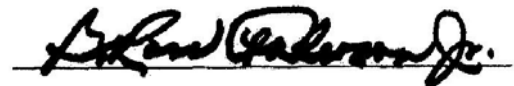
Plaintiff's Motion "requests that a Default Judgment be entered against Defendants Katherine S. James and Timothy D. James in the amount of \$102,510.06." *Id.* Plaintiff's Motion states that as of July 15, 2014, Defendants now owe the "principal sum of \$84,139.99, plus interest in the amount of \$9,512.13, plus late charges in the amount of \$272.00, plus advances for 2011 and 2012 property taxes in the amount of \$5,540.29, for a total of \$99,464.41." ECF Nos. 14 & 14-1. The promissory note signed by Defendants also provides that Defendants shall pay

Synovus Bank its cost of collection and reasonable attorneys' fees in the event of Defendants' default. ECF Nos. 14 & 14-1. The affidavit of Tara C. Sullivan, attorney for Plaintiff, states that Plaintiff has incurred \$2,500.00 in attorneys' fees and \$545.65 in costs. ECF Nos. 14 & 14-2.

This Court finds attorneys' fees in the amount of \$2,500.00, as set forth in the Plaintiff's Motion, to be reasonable and finds that the record supports awarding costs in the amount of \$545.65. Accordingly, Plaintiff's judgment shall include an award for reasonable attorneys' fees and costs in the amount of \$3,045.65. This Court also finds that Judgment based on the principal sum of \$84,139.99, plus interest in the amount of \$9,512.13, plus advances for 2011 and 2012 property taxes in the amount of \$5,540.29 is proper, but does not find late charges in the amount of \$272.00 to be proper. Therefore, Judgment will be entered in favor of Plaintiff in the amount of \$102,238.06.

**IT IS THEREFORE ORDERED** that Plaintiff's Motion for Default Judgment is GRANTED and judgment will be entered in favor of the Plaintiff in the amount of \$102,238.06.

**IT IS SO ORDERED.**

A handwritten signature in black ink, appearing to read "G. Ross Anderson, Jr.", is written over a horizontal line.

G. Ross Anderson, Jr.  
Senior United States District Judge

August 14, 2014  
Anderson, South Carolina